

Huawei Tech Investment Co Ltd v Transition Systems (M) Sdn Bhd A

COURT OF APPEAL (PUTRAJAYA) — CIVIL APPEAL NO
W-02(NCC)(W)-388-02 OF 2012 B
MOHD HISHAMUDDIN, ALIZATUL KHAIR AND ANANTHAM
KASINATHER JJCA
10 MAY 2013

Civil Procedure — Res judicata — Earlier proceedings — Matters could and should reasonably have been raised — Recovery of amount in contract — Allegation that goods unmerchantable and returned to appellant — Appellant's claim in first suit allowed as respondent failed to prove return of goods — Respondent's claim that goods unmerchantable was without merit as no evidence of rejection of goods — Second suit based on alleged change in brand name caused goods to be unmerchantable — Trial judge allowed respondent's claim — Whether second suit similar to first suit in terms of facts, issues and substance — Whether there was duplicity in claim pursued under second suit — Whether doctrine of res judicata applied — Whether special circumstances exists to justify commencement of second suit — Whether trial judge erred when deciding in favour of respondent in second suit — Whether warranted appellate intervention C D E

The appellant was the supplier of telecommunication products bearing the brand name of Huawei ('Huawei'). At the request of the respondent, the appellant delivered goods bearing an invoice value of USD437,544.33. The appellant had, pursuant to the 'agreement of returned equipment' which was at the request of the respondent, agreed to retrieve the goods. Subsequently, vide an amendment agreement, the respondent acknowledged being indebted to the appellant in the amount of USD208,649.87. Accordingly, the respondent issued a cheque in favour of the appellant for the sum of RM692,717.57, being the Malaysian equivalent of the above sum. Soon thereafter, the respondent had caused payment of this cheque to be stopped. Hence, the appellant commenced action against the respondent for the sum of USD437,544.33 being the aggregate of the invoice amount of the contracts ('the first suit'). The premise for the appellant to claim the original amount of USD437,544.33 in lieu of the USD208,649.87 was because the respondent had, in breach of the earlier agreements, failed to return the goods to the appellant. The trial judge ruled in favour of the appellant and ordered summary judgment for the full amount of its claim. In allowing the said application, the trial judge held, inter alia, that the respondent had failed to produce shipping documents such as the bill of lading to defeat the respondent's claim to have returned the goods to the appellant. It was further held that in the absence of any evidence of the rejection of the goods by the respondent, there was no merit in the respondent's F G H I

- A claim that the goods were unmerchantable. The respondent's appeal against the said decision to Court of Appeal was dismissed. The respondent's application for leave to appeal to the Federal Court was refused by the Federal Court. Whilst the respondent's appeal against the decision of the trial judge in the first suit was pending before the Court of Appeal, the respondent filed a fresh suit
- B claiming for the return of the price allegedly because the change in the brand name had caused the goods to be unmerchantable. The trial judge, who incidentally was a same judge in the first suit, now ruled in favour of the respondent primarily because the products were of unmerchantable quality or
- C had become obsolete. Further, in complete disregard of his earlier finding that the same goods had not been shipped for return by the respondent, the trial judge made a finding of fact that the appellant had unreasonably refused to accept the return of the goods on arrival in Hong Kong. Before this court, the appellant contended that the trial judge ought to have upheld the defence of res
- D *judicata* and dismissed the respondent's claim summarily.

Held, allowing the appeal with costs of RM10,000 and setting aside the order of the High Court:

- E (1) The claim of the respondent in the second suit had all the ingredients of the defence of *res judicata*, if not in the classic sense in which that doctrine was understood, then, most certainly in the wider sense namely, that it became an abuse of process to raise in subsequent proceedings matters which could and therefore should have been litigated in earlier
- F proceedings. The learned trial judge ought to have struck out the respondent's claim in the second suit summarily under the doctrine of *res judicata* unless there were 'special circumstances' allowing for the claim to proceed (see paras 12 & 16).
- G (2) It was apparent that the respondent had knowledge of the joint venture between the appellant and 3Com and of the marketing of the H3C brand at the time of the hearing of the appellant's application for summary judgment in the first suit. Similarly, the defence of the goods having to be returned to Hong Kong was raised and formed the subject matter of a finding of fact by the trial judge in the first suit in favour of the appellant.
- H For the aforesaid reasons, *res judicata* was an absolute defence to the respondent's claim in the second suit (see paras 16–17).
- I (3) Even if the causes of action were not identical so as to give rise to *res judicata* in the wider sense, there were no special circumstances to justify the commencement of the second suit by the respondent. The trial judge ought to have examined more closely the defence of *res judicata* raised by the appellant in their defence in the second suit. Failure to address this issue and the consequent finding of fact in the second suit that the goods had been rejected in Hong Kong, contrary to the trial judge's finding in

the first suit that the goods had not been shipped for return to Hong Kong, warranted appellate intervention (see para 17). A

[Bahasa Malaysia summary]

Perayu merupakan pembekal produk-produk telekomunikasi di bawah jenama Huawei ('Huawei'). Atas permohonan responden, perayu telah menghantar barang-barang dengan invois bernilai USD437,544.33. Perayu telah, berikutan 'perjanjian untuk memulangkan semula peralatan' atas permintaan responden, bersetuju untuk mengambil barang-barang tersebut. Kemudian, melalui perjanjian pindaan, responden mengaku berhutang dengan perayu sebanyak USD208,649.87. Dengan itu, responden mengeluarkan cek kepada perayu berjumlah RM692,717.57, iaitu jumlah di Malaysia yang sama dengan jumlah tersebut. Tidak lama kemudian, responden telah menyebabkan pembayaran cek tersebut terhenti. Oleh itu, perayu memulakan tindakan terhadap responden bagi jumlah USD437,544.33 iaitu agregat dalam jumlah invois kontrak-kontrak ('guaman pertama'). Alasan untuk perayu menuntut jumlah asal USD437,544.33 sebagai ganti USD208,649.87 adalah kerana responden telah, dengan pelanggaran perjanjian-perjanjian terdahulu, gagal untuk memulangkan barang-barang tersebut kepada perayu. Hakim bicara memutuskan berpihak kepada perayu dan memerintahkan penghakiman ringkas bagi jumlah penuh tuntutan tersebut. Dalam membenarkan permohonan tersebut, hakim bicara memutuskan, antara lain, bahawa responden gagal untuk mengemukakan dokumen penghantaran seperti bil muatan untuk mengalahkan tuntutan responden bagi pemulangan barang-barang tersebut kepada perayu. Diputuskan lagi bahawa dengan ketiadaan keterangan mengenai penolakan barang-barang tersebut oleh responden, tiada merit dalam tuntutan responden bahawa barang-barang tersebut tidak boleh diperdagangkan. Rayuan responden terhadap keputusan tersebut ke Mahkamah Rayuan ditolak. Permohonan izin untuk merayu ke Mahkamah Persekutuan juga tidak dibenarkan oleh Mahkamah Persekutuan. Sementara menanti rayuan responden terhadap keputusan hakim bicara dalam guaman pertama di Mahkamah Rayuan, responden memfailkan guaman baru bagi pemulangan jumlah tersebut atas dakwaan bahawa perubahan dalam jenama telah menyebabkan barang-barang tersebut tidak boleh diperdagangkan. Hakim bicara, yang secara kebetulan merupakan hakim dalam guaman pertama, kini memutuskan berpihak kepada responden semata-mata kerana kualiti produk-produk tersebut tidak boleh diperdagangkan atau telah luput. Tambahan lagi, tanpa merujuk keputusan beliau yang terdahulu bahawa barang-barang yang sama belum dihantar bagi pemulangan oleh responden, hakim bicara telah membuat dapatan fakta bahawa perayu telah dengan tidak munasabahnyanya, menolak daripada menerima pemulangan barang-barang tersebut setiba kesemuanya di Hong Kong. Di hadapan mahkamah, perayu menghujahkan bahawa hakim bicara B
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A sewajarnya menegakkan pembelaan res judicata dan menolak tuntutan responden secara ringkas.

Diputuskan, membenarkan rayuan dengan kos sebanyak RM10,000 dan mengetepikan perintah oleh Mahkamah Tinggi:

- B (1) Tuntutan responden dalam guaman kedua mempunyai inti pati pembelaan res judicata, jika tidak dalam erti kata klasik yang mana doktrin tersebut difahami, maka, tentunya dalam erti kata luas khususnya, bahawa adalah menjadi salah guna proses untuk membangkitkan dalam prosiding-prosiding seterusnya perkara yang boleh dan oleh itu, sepatutnya dilitigasikan dalam prosiding-prosiding terdahulu. Yang Arif hakim bicara sewajarnya membatalkan tuntutan responden dalam guaman kedua secara ringkas di bawah doktrin res judicata melainkan terdapat 'keadaan-keadaan khas' yang membenarkan tuntutan diteruskan (lihat perenggan 12 & 16).
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- D (2) Adalah jelas bahawa responden mempunyai pengetahuan mengenai usaha sama antara perayu dan 3Com dan pemasaran jenama H3C semasa pendengaran permohonan penghakiman ringkas perayu dalam guaman pertama. Begitu juga, pembelaan bahawa barang-barang tersebut perlu dipulangkan ke Hong Kong dibangkitkan dan membentuk hal perkara dapatan fakta oleh hakim bicara dalam guaman memihak kepada perayu. Atas sebab-sebab yang dinyatakan, res judicata adalah pembelaan penuh bagi tuntutan responden dalam guaman kedua (lihat perenggan 16–17).
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- F (3) Jikapun kausa-kausa tindakan adalah tidak sama untuk membangkitkan res judicata dalam erti kata luas, tiada hal-hal keadaan khas untuk menjustifikasikan permulaan guaman kedua oleh responden. Hakim bicara sewajarnya mempertimbangkan pembelaan res judicata yang dibangkitkan oleh perayu dalam pembelaan guaman kedua mereka dengan lebih teliti. Kegagalan untuk mengutarakan isu ini dan dapatan fakta seterusnya dalam guaman kedua bahawa barang-barang tersebut telah ditolak di Hong Kong, bertentangan dengan dapatan hakim bicara dalam guaman pertama bahawa barang-barang tersebut belum dihantar ke Hong Kong bagi pemulangan, membenarkan campur tangan rayuan (lihat perenggan 17).]
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Cases referred to

Asia Commercial Finance (M) Bhd v Kawal Teliti Sdn Bhd [1995] 3 MLJ 189, SC (refd)

I *Greenhalgh v Mallard* [1947] 2 All ER 255, CA (refd)

Henderson v Henderson (1843) 3 Hare 100 (refd)

Yat Tung Investment Co Ltd v Dao Heng Bank Ltd [1975] AC 581, PC (refd)

Appeal from: Suit No D-22NCC-1080 of 2010 (High Court, Kuala Lumpur)

KF Ee (Colin Liew and Fathima Zulkhina with him) (KF Ee & Co) for the appellant.
Audrey Quah (Shui-Tai) for the respondent.

Anantham Kasinather JCA (delivering judgment of the court):

THE BACKGROUND FACTS

[1] At all material times, the appellant is the supplier of telecommunication products bearing the brand name of Huawei ('Huawei'). At the request of the respondent, the appellant delivered goods pursuant to the following contract numbers bearing an invoice value of USD437,544.33. The contract numbers forming the subject matter of this transaction were:

	HW Contract No	Date
1	0004580406250A	25 June 2004
2	0004580408240B	24 August 2004
3	0004580412240C	24 December 2004
4	0004580502230A	17 February 2005
5	0004580502240A	24 February 2005
6	0004580504200A	20 April 2005
7	0004580410280A	28 October 2005
8	0004580406160A	16 June 2004

[2] At the request of the respondent, following the restructuring of the respondent, the appellant agreed to retrieve the aforesaid goods pursuant to an agreement reached between the parties and described as the 'agreement of returned equipment' dated 6 December 2005. The terms of this agreement, inter alia, provided that:

- (a) the respondent was to return some of the goods and the delivery of the returned goods was to be effected on or before 1 February 2006;
- (b) the cost of the returning the goods including the cost of obtaining the necessary import license, duties, freight and insurance was to be borne solely by the respondent; and
- (c) the respondent was to be liable for any depreciation in the goods incurred during the return voyage.

[3] By an amendment agreement dated 20 November 2007 described as 'amendment to amendment dated 9th September 2006', the respondent

A acknowledged being indebted in the amount of USD208,649.87, after taking into consideration the value of the 'return' goods forming the subject matter of the contract referred to para 1 above. The respondent further agreed to pay this outstanding amount within five days of the date of the amendment agreement.

B [4] Pursuant to the acknowledgement of its indebtedness to the appellant for the sum of USD208,649.87, the respondent caused to be issued in favour of the appellant a cheque for the sum of RM692,717.57 vide Cheque PBB No 053153 dated 26 December 2007 being the Malaysian equivalent of the same.

C The respondent thereafter caused payment of this cheque to be stopped.

[5] On 16 December 2008, the appellant commenced Civil Suit No D6–22–2303 of 2008 in the Kuala Lumpur High Court ('the first suit') against the respondent for the sum of USD437,544.33 being the aggregate of the invoice amount of the contracts referred to in para 1 above. The premise for the appellant claiming the original amount of USD437,544.33 in lieu of the USD208,649.87 was because it alleged that the respondent had in breach of the earlier agreements 'failed to return the goods to the appellant'. Following the filing of first suit, the appellant filed an application for summary judgment.

D The application for summary judgment was supported by the affidavit of one Tan Chun Ling, the financial officer of the appellant. In the affidavit filed in support of application for summary judgment dated 22 April 2009, the deponent referred to the very same contracts referred to in para 1 herein as the basis for the appellant seeking judgment in the sum of USD437,544.33.

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[6] The application for summary judgment came before the judge on 13 January 2010. His Lordship ruled in favour of the appellant and ordered summary judgment for the full amount of its claim of USD432,440.57. In His Lordship's grounds of judgment, His Lordship dismissed the following as not amounting to triable issues:

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(a) the claim of the respondent that it had indeed returned the goods pursuant to the 'agreement of returned equipment' dated 6 December 2005. His Lordship ruled that the respondent's failure to produce shipping documents such as the bill of lading served to defeat the respondent's claim to have returned the goods to the appellant;

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(b) the respondent's claim that it was not liable for the invoice amount because the goods even if not returned, were, in any event, unmerchantable. The learned trial judge ruled that in the absence of any evidence of the rejection of the goods by the respondent, there was no merit in this claim; and

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(c) finally, as regards the respondent's claim that even, if, liable, it was only

liable for the sum USD208,649.87 by reason of the terms of the 'amendment to amendment dated 9th September 2006' agreement, His Lordship opined that:

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since the payment on the cheque was stopped, the plaintiff has a right to claim the full sum owing as in the statement of claim.

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[7] The decision of the learned trial judge allowing the appellant to enter final judgment against the respondent formed the subject matter of an appeal to the Court of Appeal. The appeal by the respondent was dismissed by the Court of Appeal on 7 April 2011. The respondent's application for leave to appeal to the Federal Court was refused by the Federal Court on 12 October 2011.

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[8] On 31 May 2010, whilst the appeal of the respondent against the decision of the learned trial judge in the first suit was pending before the Court of Appeal, the respondent filed a fresh suit in the Kuala Lumpur High Court bearing Suit No D-22NCC-1080 of 2010 ('the second suit'). In the second suit, the respondent claimed the sum of USD202,221.55 and/or USD439,897.43. The respondent's claim was based on three grounds. First, that it had been induced to enter into the contracts referred to in para 1 of this judgment by fraudulent misrepresentation. The fraud consisting of the appellant's failure to disclose the fact that it was involved in a joint venture with the company known as 3Com. Secondly, that as a result of the joint venture, the respondent proceeded to market a new telecommunication product known as H3C. These products were subsequently marketed, according to the respondent by the brand name of 'H3C products'. The respondent alleged in the statement of claim that by reason of the joint venture marketing the same product under the new brand name of H3C product, the product received by the respondent pursuant to the contracts referred to in para 1 herein became unmerchantable, thereby causing the respondent to suffer losses. The third and final averment of the respondent in the statement of claim was that by reason of the goods received by the respondent becoming unmerchantable, the respondent had returned these goods to the appellant in Hong Kong, only for the appellant to refuse to accept the goods on arrival in Hong Kong.

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[9] The claim of the respondent in the second suit proceeded to trial notwithstanding the appellant's defence of res judicata. The learned trial judge, who incidentally was a same judge who heard the application for summary judgment, now ruled in favour of the respondent. His Lordship's judgment in favour of the respondent was primarily because His Lordship was satisfied on the conclusion of the trial that:

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The Huawei products are of unmerchantable quality or has become obsolete.

A Further, in complete disregard of His Lordship's earlier finding that the same goods had not been shipped for return to Hong Kong by the respondent, His Lordship made a finding of fact that the appellant had unreasonably refused to accept the return of the goods on arrival in Hong Kong. His Lordship then proceeded to deliver judgment in favour of the respondent.

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[10] Before us, learned counsel for the appellant produced all of the pleadings before the High Court in the first and second suits; the cause papers filed by way of appeal in respect of the first suit to the Court of Appeal and the leave application to the Federal Court arising from the dismissal of the appeal by the Court of Appeal. Based on the aforesaid documents, learned counsel for
C the appellant contended that the learned High Court judge ought to have upheld the defence of *res judicata* and dismissed the respondent's claim summarily.

D THE DECISION OF THE COURT

E [11] With respect, it appears from an examination of the pleadings in the first and second suit that the claims in the first and second suits are similar. The only difference is that in the first suit, the appellant as the seller of the goods claimed the price of the goods from the respondent as the buyer of the goods. In the second suit, on the other hand, the respondent as a buyer of the goods claimed for the return of the price allegedly because the change in the brand name caused the goods to be unmerchantable. To the extent that the
F respondent had not paid the price of the goods voluntarily but had been ordered by the learned trial judge in the first suit to pay the price, for all intents and purposes, the judgment of the learned trial judge in the second suit effectively amounted to ordering the appellant to refund the judgment sum ordered to be paid by the respondent in the first suit.

G [12] In our judgment, the claim of the respondent in the second suit has all the ingredients of the defence of *res judicata*, if not in the classic sense in which that doctrine is understood, then, most certainly in the wider sense. The meaning of the doctrine of *res judicata* and the circumstances under which it
H operates in the classic sense was discussed by the Supreme Court in the case of *Asia Commercial Finance (M) Bhd v Kawal Teliti Sdn Bhd* [1995] 3 MLJ 189 where the court held that:

I ... What is *res judicata*? It simply means a matter adjudged, and its significance lies in its effect of creating an estoppel *per rem judicatum*. When a matter between two parties has been adjudicated by a court of competent jurisdiction, the parties and their privies are not permitted to litigate once more the *res judicata*, because the judgment becomes the truth between such parties, or in other words, the parties should accept it as truth; *res judicata pro veritate accipitur*. The public policy of the law is that, it is in the public interest that there should be finality in litigation —

interest rei publicae ut sit finis litium. It is only just no one ought to be vexed twice for the same cause of action — *nemo debet bis vexari pro eadem causa* ...

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[13] What was not frequently acknowledged by our courts prior to this decision of the Supreme Court was the wider sense in which the doctrine may be appealed to, so that it becomes an abuse of process to raise in subsequent proceedings matters which could and therefore should have been litigated in earlier proceedings. The wider sense of this doctrine was first acknowledged by Wigram VC in *Henderson v Henderson* (1843) 3 Hare 100, where the vice chancellor opined that:

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... where a given matter becomes the subject of litigation in, and of adjudication by, a court of competent jurisdiction, the court requires the parties to that litigation to bring forward their whole case, and will not (except under special circumstances) permit the same parties to open the same subject of litigation in respect of matter which might have been brought forward as part of the subject in contest, but which was not brought forward, only because they have, from negligence, inadvertence, or even accident, omitted part of their case. The plea of *res judicata* applies, except in special cases, not only to points upon which the court was actually required by the parties to form an opinion and pronounce a judgment, but to every point which properly belonged to the subject of litigation, and which the parties, exercising reasonable diligence, might have brought forward at the time.

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[14] Our Supreme Court had occasion to consider the expression:

... every point which properly belonged to the subject of litigation ...

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in the above judgment of Wigram VC in the case of *Asia Commercial Finance (M) Bhd v Kawal Teliti Sdn Bhd*. Peh Swee Chin FCJ (as he then was) writing the judgment of the Supreme Court in this case adopted the meaning ascribed to this expression by Somervell LJ in *Greenhalgh v Mallard* [1947] 2 All ER 255 to the following effect:

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... *res judicata* for this purpose is not confined to the issues which the court is actually asked to decide, but ... It covers issues or facts which are so clearly part of the subject matter of the litigation and so clearly could have been raised that it would be an abuse of the process of the court to allow a new proceeding to be started in respect of them.

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[15] However, the application of the doctrine in its wider sense has to be exercised with caution as is evident from this passage in the Privy Council case of *Yat Tung Investment Co Ltd v Dao Heng Bank Ltd (PC)* [1975] AC 581:

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The shutting out of a 'subject of litigation' — a power which no court should exercise but after a scrupulous examination of all the circumstances — is limited to cases where reasonable diligence would have caused a matter to be earlier raised;

- A moreover, although negligence, inadvertence or even accident will not suffice to
excuse, nevertheless 'special circumstances' are reserved in case justice should be
found to require the non-application of the rule. For example, if it had been
suggested that when the counterclaim in no 969 came to be answered Mr Lai was
unaware, and could not reasonably have been expected to be aware, of the
B circumstances attending the sale to Choi Kee, it may be that the present plea against
him would not have been maintainable. But no such averment has been made.

- [16] Accordingly, in our judgment, based on the contents of para 11 of this
judgment, there is no doubt that the learned trial judge ought to have struck
C out the respondent's claim in the second suit summarily under the doctrine of
res judicata unless there were 'special circumstances' allowing for the claim to
proceed. We have examined the statement of defence and the affidavit filed by
the respondent when resisting the application for summary judgment and it is
apparent that the respondent had knowledge of the joint venture between the
D appellant and 3Com and of the marketing of the H3C brand at the time of the
hearing of the appellant's application for summary judgment in the first suit.
This is evident from paras 8 and 10 of the affidavit filed by the respondent
resisting the application for summary judgment in the first suit in the following
terms:

- E 8. Pada atau sekitar akhir tahun 2005, saya mengatakan bahawa tanpa pengetahuan
Defendan pada masa itu, barang-barang Plaintiff Pertama yang di bawah brand
'Huawei' yang dijual kepada Defendan adalah tidak berkualiti dagang setelah
sebuah syarikat bernama 3Com dan Plaintiff Pertama memasuki perjanjian
F usahasama dan menukarkan barang-barang Plaintiff Pertama daripada 'Huawei'
kepada 'H3C'. Adalah fakta di mana syarikat bernama 3Com mengambil alih
majority syer ('take over') Plaintiff Pertama dan barang-barang yang dijual terdahulu
oleh Plaintiff Pertama telah menjadi tidak berkualiti dagang kerana dipasaran barang
-barang terbaru kini dikenali sebagai H3C. Dilampirkan di sini sesalinan 'Huawei
accepts 3Com's bid offer to purchase its stake in H3C' ditandakan sebagai eksibit
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10. Saya mengatakan bahawa atas penukaran barang-barang brand dari 'Huawei'
kepada 'H3C' menyebabkan kesemua barang-barang yang dijual dan hantar serah
oleh Plaintiff Pertama kepada Defendan tidak bernilai ('no value') dan
mengakibatkan kehilangan dan kerugian kepada defendan ini termasuk
H barang-barang seperti berikut:-

I	HW Contract No.	Date	Jumlah (USD)
	0004580406250A	25.6.2004	48,760.00
	0004580408240B	24.8.2004	2,882.70
	0004580412240C	24.12.2004	440,781.53
	0004580504200A	20.4.2005	5,243.00
	0004580410280A	28.10.2005	181,940.00
	0004580406160A	16.6.2004	1,168.75

Similarly the defence of the goods having to be returned to Hong Kong was raised and formed the subject matter of a finding of fact by the learned trial judge in the first suit in favour of the appellant.

[17] For the reasons provided herein, res judicata was an absolute defence to the respondent's claim in the second suit. Even if the causes of action were not identical so as to give rise to res judicata in the wider sense, there are no special circumstances to justify the commencement of the second suit by the respondent. In our judgment, with utmost respect to the learned trial judge, he ought to have examined more closely the defence of res judicata raised by the appellant in their defence in the second suit. In our opinion, His Lordship's failure to address this issue and the consequent finding of fact in the second suit that the goods had been rejected in Hong Kong, contrary to His Lordship's finding in the first suit that the goods had not been shipped for return to Hong Kong warrants appellate intervention.

Accordingly, we allowed this appeal with costs. The order of the High Court is hereby set aside. The respondent is hereby ordered to pay costs of RM10,000 to the appellant. Deposit refunded to the appellant.

Appeal allowed with costs of RM10,000 and order of the High Court set aside.

Reported by Ashgar Ali Ali Mohamed

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